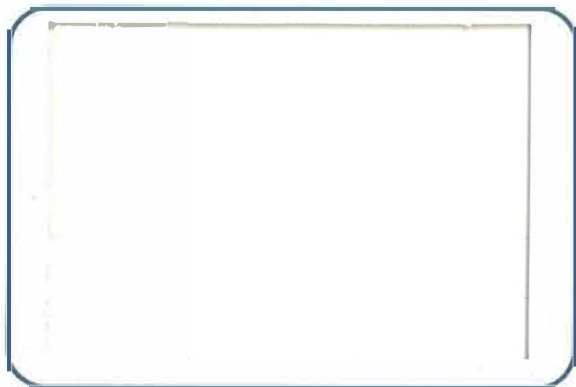


EXHIBIT B

Especially prepared for



*Allstate Life
Insurance Company*



August 28, 1997

James L Holland


Policy Number: 790 482 525
Coverage Type: Universal Life Premiere
Coverage Date: August 28, 1997
Insured Name: James L Holland

Dear James L Holland:

Thank you for choosing the Allstate Universal Life Premiere policy. You should feel confident in knowing that you have made a wise decision. Most importantly, you are helping to provide for the future of those who depend upon you. And, through the accumulation of income tax-deferred interest, your Universal Life Premiere insurance policy can build "cash value" - a potential source of savings for your future.

In appreciation for also having Allstate personal auto and personal property insurance, you will receive our Multi-Policy Appreciation Bonus*. Your policy will be credited with an extra 0.25% interest in addition to our current rate of 6.00.

Your life insurance needs are likely to change over the years. For example, the size of your family may change. You may change jobs. Or you may purchase a new home. Whatever the case, please call me if your needs change or if you have a question about your insurance policies.

Again, thank you for allowing Allstate Life Insurance Company to help ensure your peace of mind. I will continue to work hard to earn the trust that you have placed in me and I look forward to working with you in the years to come.

Sincerely,



Steven E Snider
805 836-1136

Enclosure

Allstate Life Insurance Company
Allstate Life Service Center
P.O. Box 94206
Palatine, IL 60094-4206
Phone: 1-800-366-1411

*For complete information on the Multi-Policy Appreciation Bonus, please refer to your policy.

Allstate Life Insurance Company

A Stock Company, Home Office, Northbrook, Illinois 60062-7154

Flexible Premium Adjustable Life Insurance

The policy provides that flexible premiums may be paid. The death benefit is adjustable and is payable if the insured dies prior to the maturity date. Otherwise, the maturity value is payable on the maturity date. The policy will expire prior to the maturity date if premiums paid and interest credited are not adequate to continue coverage to that date. This policy does not pay dividends.

Insured	James L Holland	Policy Number	790 482 525
Specified Amount	\$50,000	Start Date	October 13, 1993
Age of Insured	60	Policy Date	August 28, 1997
Sex of Insured	Male	Maturity Date	August 28, 2032
Rating Class of Insured	Healthy American - Standard		

Right to Examine Your Policy

If you are not satisfied with this policy, you may void it by returning it to us or our agent within 10 days after you receive it. If this policy is replacing another life insurance policy, you may void it by returning it to us or our agent within 20 days after you receive it. You will receive a full refund.

Allstate Life Insurance Company is called 'we' or 'us'. We will pay the benefits of this policy, subject to its terms and conditions. This is a legal contract between the owner and us. We signed this policy at our home office.

IMPORTANT

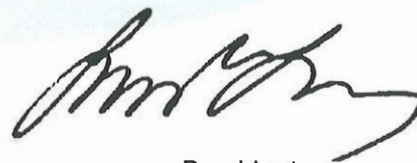
YOU HAVE PURCHASED A LIFE INSURANCE POLICY. CAREFULLY REVIEW IT FOR LIMITATIONS.

THIS POLICY MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND EITHER BY RETURNING IT TO THE INSURANCE COMPANY OR AGENT WHO SOLD YOU THIS POLICY. AFTER 30 DAYS, CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY, KNOWN AS A SURRENDER CHARGE. THE SURRENDER CHARGE FOR THIS POLICY IS EXPLAINED ON PAGE 14.

LU3998-1

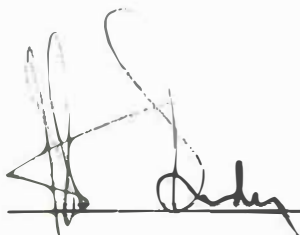


Secretary



President

Authorized



READ YOUR POLICY CAREFULLY

Allstate®
You're in good hands.

Guide to Policy Provisions

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Schedule of Benefits

The following schedule shows the benefits under your contract. The benefits mature or expire on the dates shown below. Your coverage may expire prior to the maturity date if the planned premiums and the guaranteed interest credited are not adequate to continue coverage to that date. In this case, the expiry date of the contract is shown on page 5.

The monthly activity day for your policy is day 28 of each month. Monthly cost of insurance charges and expense deductions for each benefit are made on the monthly activity day until the maturity or expiry date shown.

Basic Plan Benefit	Specified Amount	Maturity Date
Flexible Premium Adjustable Life Insurance - Death Benefit Option 1 The guaranteed maximum monthly cost of insurance rates are the Healthy American rates shown on page 7.	\$50,000	August 28, 2032
Additional Benefits	Amount of Benefit	Expiry Date
Primary Insured Term Rider on James L Holland The guaranteed maximum monthly cost of insurance rates are the Healthy American rates shown on page 7. Date through which the Primary Insured Term Rider is convertible: August 28, 2012	\$25,000	August 28, 2017

Schedule of Premiums

Minimum Annual Premium	\$1,552.00
Premium Paid at Issue	\$964.50
Planned Premium starting on 09/28/97	\$130.00 Monthly By Pre-authorized Method

Schedule of Expense Deductions and Surrender Charges

Maximum Monthly Policy Fee	\$10.00
Pay Fee	
Annually	\$0.00
Semi-Annually	\$1.50
Quarterly	\$1.50
Monthly by Payroll Deduction Non-Discounted	\$1.50
Monthly by Pre-Authorized Method, Government Allotment or Payroll Deduction Discounted	\$0.25
Partial Cash Surrender Fee	\$25.00
Surrender Charge Factor	46.89
Maximum Expense Factor for Specified Amount Increases	2.00

Guaranteed Cash Values and Paid-Up Insurance Amounts

<u>Policy Year</u>	<u>Attained Age</u>	<u>End of Year Policy Value</u> \$	<u>Surrender Charge</u> \$	<u>End of Year Cash Value</u> \$	<u>Amount of Paid-Up Insurance</u> \$
1	60	1,806	2,345	0	0
2	61	2,265	2,345	0	0
3	62	2,634	2,345	289	556
4	63	2,891	2,345	546	1,021
5	64	3,016	2,345	671	1,221
6	65	2,986	2,251	735	1,302
7	66	2,777	2,157	620	1,069
8	67	2,362	2,063	299	503
9	68	EXPIRED*	0	EXPIRED*	0
1	60	1,806	2,345	0	0
6	65	2,986	2,251	735	1,302
11	70	EXPIRED*	0	EXPIRED*	0

The values above were determined assuming payment of the premiums shown below, and are based on the benefits shown on page 3 at the time of issue, the guaranteed maximum monthly cost of insurance rates, the maximum expense deductions, and the guaranteed interest rate. The values assume there are no loans or loan interest on the contract.

Your actual guaranteed cash value may differ from that shown above, due to variations in the frequency, timing, and amount of your premium payments. The actual guaranteed amount will be shown in the annual report we send you.

The amounts of paid-up insurance are based on the guaranteed cash values, and the amounts of paid-up insurance per \$100 of cash value shown on page 9.

Premium Paid at Issue	\$964.50
Planned Premium starting on 09/28/97	\$130.00 Monthly By Pre-authorized Method
Guaranteed Interest Rate	4.50% Per Year
Loan Interest Rate	8.00% Per Year

* Based on the guaranteed factors, the contract will expire without value on April 3, 2005 unless premiums larger than the planned premiums are paid.

Guaranteed Maximum Monthly Cost of Insurance Rates for Standard Rating Class

Males				Females			
Attained Age	Rates Per \$1,000	Attained Age	Rates Per \$1,000	Attained Age	Rates Per \$1,000	Attained Age	Rates Per \$1,000
	\$		\$		\$		\$
0	.21917	48	.70417	0	.15667	48	.49000
1	.08583	49	.76583	1	.07000	49	.52583
2	.08250	50	.83417	2	.06667	50	.56417
3	.08083	51	.91167	3	.06500	51	.60500
4	.07750	52	.99917	4	.06417	52	.65250
5	.07333	53	1.09833	5	.06250	53	.70417
6	.06917	54	1.20750	6	.06083	54	.75667
7	.06500	55	1.32333	7	.05917	55	.81083
8	.06250	56	1.44667	8	.05833	56	.86417
9	.06167	57	1.57583	9	.05750	57	.91417
10	.06250	58	1.71250	10	.05667	58	.96333
11	.06750	59	1.85833	11	.05833	59	1.01583
12	.07667	60	2.02167	12	.06083	60	1.07833
13	.08917	61	2.20583	13	.06417	61	1.15750
14	.10333	62	2.41333	14	.06833	62	1.25833
15	.14667	63	2.64500	15	.08000	63	1.38083
16	.16333	64	2.89917	16	.08417	64	1.51833
17	.17500	65	3.16833	17	.08833	65	1.66250
18	.18417	66	3.45000	18	.09250	66	1.81000
19	.19000	67	3.74250	19	.09500	67	1.95250
20	.19333	68	4.04917	20	.09750	68	2.09583
21	.19333	69	4.38167	21	.09917	69	2.25250
22	.19000	70	4.74917	22	.10167	70	2.43750
23	.18667	71	5.16250	23	.10417	71	2.67250
24	.18167	72	5.63000	24	.10667	72	2.95917
25	.17583	73	6.14833	25	.10917	73	3.30167
26	.17250	74	6.71750	26	.11333	74	3.69167
27	.17093	75	7.32583	27	.11667	75	4.11833
28	.17083	76	7.94833	28	.12083	76	4.57250
29	.17333	77	8.57417	29	.12583	77	5.04667
30	.17750	78	9.20833	30	.13167	78	5.54917
31	.18333	79	9.87167	31	.13667	79	6.09583
32	.19083	80	10.58667	32	.14250	80	6.71000
33	.20083	81	11.37500	33	.15000	81	7.40667
34	.21250	82	12.24917	34	.15833	82	8.20083
35	.22667	83	13.19583	35	.16750	83	9.11917
36	.24333	84	14.18417	36	.18167	84	10.11667
37	.26417	85	15.18000	37	.19833	85	11.17750
38	.28750	86	16.16000	38	.21750	86	12.29500
39	.31417	87	17.16833	39	.23833	87	13.45750
40	.34500	88	18.22000	40	.26333	88	14.67250
41	.37833	89	19.26833	41	.29000	89	15.93750
42	.41500	90	20.32833	42	.31667	90	17.34417
43	.45500	91	21.43333	43	.34333	91	18.86250
44	.49917	92	22.71750	44	.37000	92	20.55250
45	.54583	93	24.36917	45	.39833	93	22.54333
46	.59417	94	26.63000	46	.42750	94	25.22333
47	.64750			47	.45750		

Guaranteed Maximum Monthly Cost of Insurance Rates for Non-Smoker and Healthy American Standard Rating Classes

Males				Females			
Attained Age	Rates Per \$1,000	Attained Age	Rates Per \$1,000	Attained Age	Rates Per \$1,000	Attained Age	Rates Per \$1,000
	\$		\$		\$		\$
18	.13583	57	.83000	18	.08000	57	.60583
19	.13917	58	.91250	19	.08250	58	.64333
20	.14000	59	1.00500	20	.08417	59	.68667
21	.13833	60	1.10833	21	.08583	60	.73667
22	.13583	61	1.22417	22	.08667	61	.79833
23	.13250	62	1.35667	23	.08833	62	.87500
24	.12917	63	1.50750	24	.09000	63	.96917
25	.12500	64	1.67417	25	.09167	64	1.07500
26	.12250	65	1.85750	26	.09417	65	1.19000
27	.12083	68	2.05583	27	.09583	66	1.30833
28	.12000	67	2.26833	28	.09833	67	1.42917
29	.12000	68	2.49917	29	.10167	68	1.55500
30	.12083	69	2.75583	30	.10417	69	1.69417
31	.12333	70	3.07000	31	.10750	70	1.85833
32	.12667	71	3.40333	32	.11083	71	2.05833
33	.13167	72	3.76000	33	.11500	72	2.30333
34	.13750	73	4.19333	34	.12000	73	2.59750
35	.14417	74	4.67000	35	.12583	74	2.93583
36	.15167	75	5.18000	36	.13417	75	3.31417
37	.16167	76	5.71917	37	.14417	76	3.72417
38	.17250	77	6.28333	38	.15500	77	4.16333
39	.18417	78	6.87583	39	.16667	78	4.63917
40	.19833	79	7.51583	40	.18083	79	5.16667
41	.21333	80	8.22333	41	.19583	80	5.76750
42	.22917	81	9.01833	42	.21083	81	6.45917
43	.24667	82	9.91583	43	.22583	82	7.25750
44	.26583	83	10.91250	44	.24083	83	8.15917
45	.28750	84	11.99000	45	.25750	84	9.15583
46	.31083	85	13.12417	46	.27500	85	10.23500
47	.33583	86	14.30000	47	.29417	86	11.39167
48	.36333	87	15.50000	48	.31417	87	12.62333
49	.39333	88	16.71917	49	.33667	88	13.93167
50	.42750	89	17.97500	50	.36167	89	15.32750
51	.46667	90	19.28583	51	.38917	90	16.82250
52	.51167	91	20.68250	52	.42083	91	18.45250
53	.56333	92	22.21750	53	.45583	92	20.28083
54	.62083	93	24.04333	54	.49167	93	22.43833
55	.68583	94	26.50333	55	.53000	94	25.22333
56	.75583			56	.56833		

Amounts of Paid-Up Insurance Per \$100 of Cash Value for Standard and Special Rating Classes

Males				Females			
Attained Age	Amount Per \$100 of Cash Value	Attained Age	Amount Per \$100 of Cash Value	Attained Age	Amount Per \$100 of Cash Value	Attained Age	Amount Per \$100 of Cash Value
	\$		\$		\$		\$
0	1327.94	48	259.45	0	1693.46	48	318.44
1	1311.23	49	251.46	1	1668.32	49	308.46
2	1269.89	50	243.80	2	1616.82	50	298.88
3	1228.78	51	236.49	3	1565.33	51	289.69
4	1188.28	52	229.51	4	1514.45	52	280.85
5	1148.20	53	222.86	5	1464.46	53	272.38
6	1108.50	54	216.53	6	1415.22	54	264.26
7	1069.30	55	210.52	7	1366.80	55	256.47
8	1030.69	56	204.81	8	1319.27	56	248.98
9	992.91	57	199.36	9	1272.82	57	241.76
10	956.17	58	194.17	10	1227.49	58	234.77
11	920.63	59	189.21	11	1183.28	59	227.98
12	886.60	60	184.46	12	1140.57	60	221.39
13	854.30	61	179.94	13	1099.42	61	215.00
14	823.85	62	175.63	14	1059.85	62	208.85
15	795.17	63	171.54	15	1021.88	63	202.96
16	769.90	64	167.67	16	986.20	64	197.35
17	746.07	65	164.01	17	951.85	65	192.01
18	723.29	66	160.55	18	918.76	66	186.93
19	701.34	67	157.27	19	886.88	67	182.06
20	680.02	68	154.14	20	856.00	68	177.37
21	659.18	69	151.15	21	826.10	69	172.84
22	638.67	70	148.30	22	797.08	70	168.45
23	618.39	71	145.58	23	768.99	71	164.21
24	598.37	72	143.01	24	741.77	72	160.16
25	578.58	73	140.58	25	715.42	73	156.32
26	559.03	74	138.31	26	689.91	74	152.71
27	539.82	75	136.18	27	665.27	75	149.31
28	521.04	76	134.21	28	641.45	76	146.13
29	502.71	77	132.36	29	618.44	77	143.13
30	484.92	78	130.62	30	596.25	78	140.29
31	467.67	79	128.96	31	574.85	79	137.59
32	450.99	80	127.37	32	554.19	80	135.02
33	434.88	81	125.84	33	534.27	81	132.57
34	419.35	82	124.39	34	515.08	82	130.24
35	404.41	83	123.01	35	496.61	83	128.05
36	390.05	84	121.71	36	478.85	84	125.99
37	376.26	85	120.47	37	461.84	85	124.05
38	363.06	86	119.26	38	445.59	86	122.20
39	350.43	87	118.06	39	430.08	87	120.42
40	338.35	88	116.83	40	415.27	88	118.66
41	326.82	89	115.52	41	401.17	89	116.87
42	315.81	90	114.08	42	387.73	90	115.00
43	305.30	91	112.40	43	374.91	91	112.96
44	295.27	92	110.37	44	362.65	92	110.66
45	285.70	93	107.82	45	350.90	93	107.92
46	276.56	94	104.50	46	339.64	94	104.50
47	267.82			47	328.83		

Amounts of Paid-Up Insurance Per \$100 of Cash Value for Non-Smoker and Healthy American Standard and Special Rating Classes

Males				Females			
Attained Age	Amount Per \$100 of Cash Value	Attained Age	Amount Per \$100 of Cash Value	Attained Age	Amount Per \$100 of Cash Value	Attained Age	Amount Per \$100 of Cash Value
	\$		\$		\$		\$
18	913.31	57	231.07	18	1060.85	57	263.56
19	885.17	58	223.84	19	1024.17	58	255.05
20	857.77	59	216.95	20	988.69	59	246.83
21	830.91	60	210.36	21	954.28	60	238.90
22	804.43	61	204.09	22	920.91	61	231.27
23	778.30	62	198.11	23	888.48	62	223.93
24	752.51	63	192.43	24	857.04	63	216.92
25	727.11	64	187.04	25	826.57	64	210.23
26	702.08	65	181.93	26	797.04	65	203.88
27	677.55	66	177.08	27	768.48	66	197.82
28	653.58	67	172.48	28	740.81	67	192.03
29	630.21	68	168.10	29	714.04	68	186.48
30	607.48	69	163.94	30	688.20	69	181.15
31	585.41	70	159.98	31	663.20	70	176.03
32	564.05	71	156.26	32	639.05	71	171.11
33	543.40	72	152.74	33	615.73	72	166.42
34	523.48	73	149.41	34	593.23	73	161.98
35	504.28	74	146.29	35	571.54	74	157.79
36	485.78	75	143.38	36	550.65	75	153.85
37	467.98	76	140.65	37	530.59	76	150.15
38	450.87	77	138.10	38	511.35	77	146.67
39	434.44	78	135.68	39	492.91	78	143.39
40	418.66	79	133.39	40	475.22	79	140.27
41	403.53	80	131.21	41	458.29	80	137.32
42	389.01	81	129.15	42	442.08	81	134.53
43	375.07	82	127.19	43	426.54	82	131.90
44	361.70	83	125.35	44	411.62	83	129.44
45	348.88	84	123.62	45	397.28	84	127.12
46	336.58	85	121.99	46	383.50	85	124.96
47	324.78	86	120.45	47	370.26	86	122.90
48	313.47	87	118.96	48	357.54	87	120.94
49	302.62	88	117.49	49	345.31	88	119.03
50	292.22	89	115.97	50	333.55	89	117.12
51	282.25	90	114.35	51	322.27	90	115.15
52	272.71	91	112.55	52	311.44	91	113.04
53	263.58	92	110.43	53	301.05	92	110.69
54	254.88	93	107.84	54	291.10	93	107.92
55	246.56	94	104.50	55	281.55	94	104.50
56	238.63			56	272.38		

General Provisions

Entire Contract - This policy, any riders and endorsements, the application, and any supplemental applications are the entire contract. A copy of the application is attached. Any supplemental applications will also be attached to and made part of the contract. All statements made in the application and any supplemental applications are representations and not warranties. No statement will be used by us in defense of a claim or to void this contract unless it is in the signed application or signed supplemental applications.

Only our officers may change this contract or waive a right or requirement. No agent or representative may do this.

Owner - The owner is called 'you'. Unless changed, the owner is as named in the application. If all named owners and contingent owners have died or if there is no owner named, the owner is the insured.

This contract is yours. You may use all contract rights while this contract is in force. These include the right to:

1. Change the beneficiary(s);
2. Change the owner;
3. Assign this contract;
4. Receive benefits;
5. Elect settlement options;
6. Make flexible payments;
7. Change the death benefit option; and
8. Change the specified amount.

Beneficiary - Unless changed, the beneficiary named in the application is the payee to whom death proceeds are to be paid.

Subject to the terms of this contract, the death proceeds will be paid to a payee who is living on the earlier of:

1. The day we receive due proof of the insured's death; or
2. The 15th day past the insured's death.

The payees may be grouped into classes. Unless changed by you:

1. Equal shares will be paid, if there is more than one payee in the same class; and
2. The share of any payee who is not living will be paid to the rest of the payees in the same class.

If no payee is living, the death proceeds will be paid to the insured's estate.

Change of Owner or Beneficiary - Unless you state otherwise, you may change the owner or beneficiary while the insured is alive. You make a change by writing to us. Once we accept the change, it takes effect as of the date you signed the request. Each

change is subject to any payment we make or other action we take before we accept it.

Assignment - You may assign this contract. We are not responsible for the soundness of an assignment. No assignment will bind us unless it is written and acknowledged by us in writing.

Attained Age - Attained age, as used in this policy, is the insured's age last birthday as of the policy date and policy anniversaries of this contract.

Misstatement of Age or Sex - If the insured's age or sex shown on the application is wrong, we will change the death benefit we pay to the amount which the most recent monthly cost of insurance deduction made would have bought at the right age and sex.

Incontestability - Except for increases in specified amount and provisions on incontestability found in any attached rider, we may not contest this contract once it has been in force while the insured is alive for 2 years from its start date except for failure to make payments required to keep this contract in force.

We may not contest any increase in specified amount once it has been in force while the insured is alive for 2 years from the start date of the increase.

Suicide or Self-Destruction - If the insured dies by suicide while sane or self-destruction while insane within 2 years from the start date of the contract:

1. We will only pay a refund of the payments made less any policy loans, loan interest and partial surrenders; and
2. The contract will stop.

If the insured dies by suicide while sane or self-destruction while insane within 2 years from the start date of any increase in specified amount:

1. We will limit the proceeds payable with respect to the increase to the amount of deductions made which are related to such increase; and
2. The contract will stop.

Nonparticipating - This policy is nonparticipating. It does not share in our profits or surplus earnings. We will pay no dividends on this policy.

Annual Report - We will send you a report without charge within 3 months following each policy anniversary. Each report will provide information on various transactions that took place during the policy year just completed, as well as information on the current status of the policy. This information will include items such as:

1. The policy value as of the end of the current and prior year;
2. The amount of payments made and interest credited during the year;

3. The deductions for cost of insurance, riders, and expense charges made during the year;
4. The amount of partial surrenders during the year;
5. The current cash value and surrender charge;
6. The amount of outstanding policy loans;
7. The current cash surrender value;
8. The current death benefit; and
9. The current rates of interest.

If you ask us, we will send you an additional report, at any time during the policy year. We may charge you for this report. The charge will not be more than \$25. We will tell you what the current charge is before sending the report.

Policy Projections - If you ask us, we will send you a projection of death benefits and cash values. These will be based on both the guaranteed and current cost of insurance and interest rates, as well as your

planned premiums. We may charge you for these projections. The charge will not be more than \$25 per projection. We will tell you what the current charge is before sending the illustration.

Compliance With Federal Laws - In order for your policy to maintain its status as life insurance under the Internal Revenue Code, we may amend the contract to comply with:

1. Future changes in the Internal Revenue Code;
2. Any regulations or rulings under the Code; and
3. Any other requirements imposed by the Internal Revenue Service.

We will give you a copy of any such endorsement. If you do not accept the change, your contract may not qualify as life insurance under the Internal Revenue Code.

Premium Provisions

General - Policy months and years are measured from the policy date. The amount of the minimum annual premium as of the policy date is shown on page 4. The minimum monthly premium is the minimum annual premium divided by 12.

The minimum annual premium is due on the policy date, except for policies being paid by the Pre-Authorized Method, Payroll Deduction, or Government Allotment payment plans. For these payment plans, two times the minimum monthly premium is due on the policy date. If you ask to change your pay plan in the first policy year, we may require that any unpaid portion of the minimum annual premium be paid in full at that time.

The planned premium and the pay fee for your payment mode are shown on page 4.

We will refund any premiums paid after the date of the insured's death.

Pay us or one of our agents. If you ask, we will give you a receipt.

Premium Frequency and Amount - Page 4 shows the time between planned premium payments. You may change the time between payments and the amount of the planned premiums.

Additional payments may be made at any time while this contract is in force. We reserve the right to limit any scheduled or additional payment to a minimum amount of \$10. All payments will be credited to the policy value as described in the Policy Values section.

Minimum Annual Premium - The minimum annual premium as of the policy date is shown on page 4. We will recalculate the minimum annual premium whenever:

1. An additional benefit is changed, added to, or deleted from the policy; or

2. The policy's specified amount is changed.

The start date and amount of your new minimum annual premium will be shown on an endorsement to page 4.

Minimum Premium Rule - Except as provided in any Waiver of Monthly Deductions Rider attached to this policy, the minimum premium rule will be in effect until the earlier of:

1. The end of the fourth policy year; or
2. The monthly activity day on which the cash value first becomes positive.

On any monthly activity day while the minimum premium rule is in effect, we guarantee that the contract will remain in force if the cumulative premiums paid, less any partial surrenders, policy loans and loan interest, is greater than or equal to the cumulative minimum premium. The cumulative minimum premium will be calculated by dividing the minimum annual premium by 12, and multiplying by the number of policy months since issue.

If the minimum annual premium was changed, as provided in the Minimum Annual Premium provision, each minimum annual premium will be divided by 12, multiplied by the respective number of policy months it was in effect, and summed to obtain the cumulative minimum premium.

Maximum Premiums - In order for your policy to maintain its status as life insurance under the Internal Revenue Code, the maximum amount of the premiums you may pay is limited. We will conduct a test at least once each year in which premiums are paid and refund the excess premiums with interest at the current interest rate, if applicable.

We will perform any necessary action within 60 days of the end of the policy year in which the requirement has not been met.

Grace Period - If the Minimum Premium Rule is in effect, on each monthly activity day, we will check whether the cumulative premiums paid less any partial cash surrenders, policy loans and loan interest, is less than the cumulative minimum premium. If it is, we will allow a grace period of 60 days starting on the date the check was performed.

If the Minimum Premium Rule is not in effect, on each monthly activity day, we will check whether the total of the cash value less any policy loans and loan interest, is less than or equal to the monthly deduction for the current policy month. If it is, we will allow a grace period of 60 days starting on the next monthly activity day.

This contract will be in force through the grace period. If you do not make a sufficient payment by the end of the grace period, this contract will stop. If the insured dies before the grace period ends, we will deduct any monthly deductions due us from the amounts we pay. We will send written notices to the most recent addresses we have for you and any assignees at least 31 days prior to the day coverage stops.

Reinstatement - If this contract stops, you may ask us to reinstate it up to 5 years after the date that it stopped. If you elected the paid-up insurance option, you may also reinstate it. You may not use this right if we paid you the cash value. We will reinstate the contract if you:

1. Give us due proof that the insured is still insurable;
2. Pay an amount large enough to cover a deduction for the cost of insurance for the time, up to 6 months, since the cash value became zero or the time since you chose the paid-up insurance option;
3. Pay an amount large enough to keep the policy in force for 2 months following the monthly activity day on or after the effective date of reinstatement;
4. Pay any unpaid portion of the minimum annual premium for the first policy year;

5. Pay any unpaid portion of the expense deduction for specified amount increases; and
6. Pay any unpaid portion of the expense deductions on any Additional Insured Riders attached to this contract.

Any policy loan and loan interest at the time the contract stopped will not be reinstated.

The effective date of reinstatement is the date the application for reinstatement is approved by us. The surrender charge on the effective date of reinstatement will be the same as it would have been if this contract had not stopped. The specified amount on the effective date of reinstatement will be the specified amount in force when the contract stopped or when the paid-up insurance option was elected.

The policy value on the effective date of reinstatement before applying any premiums received from you is equal to the lesser of:

1. The policy value less any loans and loan interest at the time the contract stopped; or
2. The surrender charge on the effective date of reinstatement.

If the policy is reinstated from the paid-up insurance option, the policy value on the effective date of reinstatement is equal to the sum of:

1. The cash value of the paid-up insurance option less any loans and loan interest on the effective date of reinstatement; and
2. The surrender charge on the effective date of reinstatement.

The Incontestability and Suicide or Self-Destruction provisions will apply from the policy's original start date for statements made in the original application and from the start date of any increases or additions for statements made in the supplemental applications. The Incontestability provision will start on the effective date of reinstatement for statements made in the application for reinstatement of this policy.

Death Benefit

Death Benefit - We will pay the death benefit less any policy loans and loan interest, to the beneficiary when we receive due proof of the insured's death while this policy is in force prior to the maturity date. The death benefit is based upon the following:

1. The death benefit option in effect on the date of death; and
2. Any increases or decreases to the specified amount shown on page 3.

In order for your policy to maintain its status as life insurance under the Internal Revenue Code, the death

benefit payable may not be less than a certain percentage of your policy value. This percentage is based on the insured's attained age as shown at the end of this provision.

We will conduct a test at least once a year and increase the death benefit to be equal to the applicable percentage of your policy value, if necessary. If we cannot increase the death benefit due to underwriting limits, we will return the amount of policy value necessary so that the death benefit will be equal to the applicable percentage of your policy value after returning the amount.

We will perform any necessary action within 60 days of the end of the policy year in which the requirement has not been met.

<u>Attained Age</u>	<u>Percentage</u>	<u>Attained Age</u>	<u>Percentage</u>
0-40	250%	61	128%
41	243%	62	126%
42	236%	63	124%
43	229%	64	122%
44	222%	65	120%
45	215%	66	119%
46	209%	67	118%
47	203%	68	117%
48	197%	69	116%
49	191%	70	115%
50	185%	71	113%
51	178%	72	111%
52	171%	73	109%
53	164%	74	107%
54	157%	75 to 90	105%
55	150%	91	104%
56	146%	92	103%
57	142%	93	102%
58	138%	94	101%
59	134%	95	100%
60	130%		

Death Benefit Option - While the insured is alive you may choose between two death benefit options:

Option 1. The death benefit will be the greater of:

- The specified amount on the date of death; and
- The percentage of the policy value shown in the Death Benefit provision.

Option 2. The death benefit will be the greater of:

- The specified amount plus the policy value on the date of death; and
- The percentage of the policy value shown in the Death Benefit provision.

The initial death benefit option selected by you is stated in the application and shown on page 3.

For both death benefit options:

- If the insured dies during the grace period, we will deduct any monthly deductions due us from the amounts we pay; and
- We will refund any premiums paid after the date of the insured's death.

Policy Values

Policy Values - On the policy date, the policy value is the first payment less the pay fee.

The policy date is the first monthly activity day. On each monthly activity day after the policy date, the policy value is:

- The policy value as of the prior monthly activity day less the monthly deduction for the month just ended, as described in the Monthly Deduction provision;
- Plus interest on (1) above;
- Less any partial surrenders and partial surrender administration fees;
- Plus any payments received since the prior monthly activity day, less pay fees.

On any day other than a monthly activity day, the policy value is:

- The policy value as of the prior monthly activity day, less the monthly deduction for the current month;
- Less any partial surrenders and partial surrender administration fees;
- Plus any payments received since the prior monthly activity day, less pay fees.

Monthly Deduction - The monthly deduction is the sum of:

- The monthly cost of insurance for the basic plan benefit;

- The monthly cost of insurance as provided in the Monthly Cost of Insurance provision of any riders attached to this contract;
- The monthly policy fee;
- Any monthly expense deduction made as provided in the Expense Deduction for Specified Amount Increases provision of this contract; and
- Any monthly expense deduction made as provided in the Expense Deductions provision of any additional insured riders attached to this contract.

We will automatically take out the monthly deduction from the policy value on each monthly activity day, even if you have not made a premium payment. The amount of coverage provided by the contract and any attached riders will remain the same as if you had not stopped payments.

As provided in the Grace Period provision, if the cash value less any policy loans and loan interest is not enough to cover the monthly deduction, a 60 day grace period will be allowed.

Monthly Cost of Insurance - The monthly cost of insurance is determined as follows:

- Determine an intermediate policy value using the policy value as of the end of the prior month, plus premiums paid, less pay fees, less the monthly cost of insurance for any riders, (excluding Waiver of Monthly Deductions), and less expense deductions;

2. Calculate the death benefit as defined in the Death Benefit section using the intermediate policy value in place of the policy value;
3. Divide the death benefit derived in (2) by 1.0036748 and subtract the intermediate policy value;
4. Divide the result by 1,000;
5. Multiply the result from (4) by the monthly cost of insurance rate per \$1,000. The cost of insurance rates are based on the insured's attained age, sex, and rating class. Any increases in the cost of insurance rates for special class risks are shown on page 3 or on an endorsement to page 3. The cost of insurance rates are described in the Basis of Values section; and
6. Add any extra monthly charges per \$1,000 of coverage times the result of (4). These charges are shown on page 3 or on an endorsement to page 3.

Monthly Policy Fee - A monthly policy fee will be deducted from your policy value each month. The maximum monthly policy fee is shown on page 4.

Pay Fee - For all payments received, we will deduct a pay fee. The pay fees are shown on page 4.

Expense Deduction for Specified Amount Increases - An expense deduction will be deducted from the policy value in each of the 12 months following the policy date of any increase in the specified amount. This monthly expense deduction will be equal to the product of:

1. The number of thousands of increase in specified amount;
2. The current monthly cost of insurance rate per \$1,000 for the insured's attained age, sex, and rating class on the start date of the increase in specified amount. Any increases in the cost of insurance rates for special class risks are shown on page 3 or on an endorsement to page 3; and
3. The expense factor for specified amount increases. The maximum expense factor is shown on page 4.

Cash Values

Cash Values - The cash values of this policy are calculated in accordance with the Basis of Values section and are not less than the minimum values required by the state in which this policy is delivered. The cash values at all times reflect the payments which you have made and the time elapsed in the policy year.

Page 5 shows the guaranteed cash values at the end of selected policy years. These cash values assume there are no loans or loan interest on the contract.

The cash value of this policy is the policy value less the surrender charge. If the surrender charge is greater than the policy value, the cash value is zero.

Cash Surrender Value - The cash surrender value is the cash value less any policy loans and loan interest. This is the amount we will pay you if you ask us to stop this policy. We reserve the right to defer the payment of any cash surrender value for 6 months after you ask us. If we defer payment for 31 days or more, we will pay you interest from the date you ask us to the date of payment. The amount of interest will be at a rate determined by us; the rate will not be less than that required by the state in which the contract is delivered.

Surrender Charge - The surrender charge begins on the policy date. The surrender charge is (A) x (B) x (C), where (A) is the surrender charge factor shown on page 4; (B) is the number of thousands of the initial specified amount; and (C) is the surrender percentage from the following table.

<u>Policy Year</u>	<u>Surrender Percentage</u>	<u>Policy Year</u>	<u>Surrender Percentage</u>
1-5	100%	13	56%
6	96%	14	48%
7	92%	15	40%
8	88%	16	32%
9	84%	17	24%
10	80%	18	16%
11	72%	19	8%
12	64%	20 & later	0%

Partial Cash Surrender - You may request a partial surrender of the cash value. The amount of any partial cash surrender cannot exceed 20 percent of the cash surrender value. We will reduce the cash value by the amount of any partial cash surrender. For death benefit Option 1, we will also reduce the specified amount by the amount of any partial cash surrender.

There will be a partial cash surrender fee for each partial cash surrender. The amount of this fee is shown on page 4. We may limit the number of partial surrenders to one in each policy year. We may defer the payment of any partial surrender for up to 6 months after you ask us.

Paid-Up Insurance - You may stop making payments and keep this contract in force as paid-up insurance endowing at age 95. The cash surrender value will be used as a net single premium at the insured's attained age to buy the paid-up insurance. However, the amount of paid-up insurance cannot exceed the current death benefit.

If the cash surrender value exceeds the amount needed to purchase paid-up insurance equal to the current death benefit, the excess cash value will be refunded. The amounts of paid-up insurance per \$100 of cash value are shown on pages 8 and 9. To request this benefit, write us.

Page 5 shows the amount of paid-up insurance at the end of selected policy years. These amounts were determined based on the guaranteed cash values and the amounts of paid-up insurance per \$100 of cash value.

Maturity Value

The maturity date is shown on page 3, and is the policy anniversary on which the insured's attained age is 95. If the insured is living on the maturity date, we will pay the owner the maturity value. The maturity value is the cash surrender value on the maturity date. If we pay

the maturity value, this contract stops. This contract will expire prior to the maturity date if premiums paid and interest credited are not adequate to continue coverage to that date.

Basis of Values

General - The way in which guaranteed policy values and surrender charges are determined is filed with the insurance officials of the state in which this contract was delivered. The guaranteed policy values are based on the guaranteed maximum monthly cost of insurance rates, the maximum expense deductions, and the guaranteed interest rate. These are described below.

Cost of Insurance Rates - The monthly cost of insurance rates are based on the insured's attained age, sex, and rating class. For the initial specified amount, we will use the insured's rating class on the policy date. For increases in the specified amount, we will use the rating class applicable to the increase. Any increases in the death benefit due to application of the percentage factors to the policy value as described in the Death Benefit provision, will use the rating class for the most recent increase that required evidence of insurability.

The guaranteed maximum monthly cost of insurance rates are shown on pages 6 and 7. The rates shown for the standard rating class are based on the curtate, age last birthday, sex-distinct 1980 Commissioners Standard Ordinary Smoker Mortality Table. The rates shown for the Non-Smoker and Healthy American standard rating classes are based on the curtate, age last birthday, sex-distinct 1980 Commissioners Standard Ordinary Non-Smoker Mortality Table. Appropriate increases in the monthly cost of insurance rates have been made for special class risks. Any such increases are shown on page 3.

We may use cost of insurance rates lower than the guaranteed rates to calculate policy values. We reserve the right to change these 'current' monthly cost of insurance rates after your policy has been in force for one year. However, the new current monthly cost of insurance rates will never be more than the guaranteed maximum monthly cost of insurance rates.

Interest Rate - The guaranteed monthly interest rate used in calculating policy values is .36748%. Compounded monthly, this is the same as 4.5% per year.

We may use an interest rate greater than the guaranteed rate to calculate policy values. We determine this 'current' monthly interest rate from time to time. It will never be less than .36748%.

The guaranteed monthly interest rate will be applied to the portion of the policy value that equals any policy loans and loan interest.

Expense Deductions - The maximum monthly policy fee and maximum expense factor for specified amount increases are shown on page 4. We may use lower amounts to calculate policy values. We reserve the right to change these 'current' expense deductions after your policy has been in force for one year. However, the new current expense deductions will never be more than the maximum amounts shown on page 4.

Redetermination of Current Assumptions - Our current monthly cost of insurance rates, interest rate, and expense deductions are based on our current assumptions as to future mortality, persistency, interest, and expense experience.

Our current assumptions are determined and redetermined prospectively. We will not recover past losses by means of changes in the cost of insurance rates, interest rate, or expense deductions. Any changes will apply on a uniform basis for all insureds of the same issue age, sex, and rating class whose policies have been in force the same length of time. We will not change our current assumptions because of a change in the insured's health or occupation.

Any change in our current assumptions will be made in accordance with the procedures and standards of the insurance officials of the state where this contract was delivered.

Paid-Up Insurance - Amounts of paid-up insurance per \$100 of cash value for the standard and special rating classes are based on the curtate, age last birthday, sex-distinct 1980 Commissioners Standard Ordinary Smoker Mortality Table and annual interest of 4.5%.

Amounts of paid-up insurance per \$100 of cash value for the Non-Smoker and Healthy American standard and special rating classes are based on the curtate, age last birthday, sex-distinct 1980 Commissioners Standard Ordinary Non-Smoker Mortality Table and annual interest of 4.5%.

Loans

Loan Value - You may have a policy loan if you assign this contract to us as sole security. The total amount of your policy loans and loan interest may not exceed the maximum loan value available.

The maximum loan value available is the amount which, together with interest at the loan interest rate, equals the projected cash value at the end of:

1. The policy year in which the loan is made; or
2. The third policy month after the loan is made, if the date you request the loan is less than 3 policy months before the end of the policy year.

We reserve the right to defer the payment of any cash loan for 6 months after you ask us.

Loan Interest - The loan interest rate is shown on page 5. Interest accrues daily and is due at the end of each policy year. Any interest not paid when due is added to the amount of the policy loan and bears interest at the same rate.

Loan Repayment - You may pay back your policy loans and loan interest at any time. If you do not, we will deduct all policy loans and loan interest from the amounts we pay.

Loan Limit - If your policy loans and loan interest exceed the cash value, this contract will stop except as provided in the Grace Period provision. We will send written notices to the most recent addresses we have for you and any assignees at least 31 days prior to the day coverage stops.

Policy Changes

Change of Death Benefit Option - At any time after the first policy year, you may ask us to change the death benefit option by writing to us. If you ask to change from option 2 to option 1, the specified amount will be increased by the amount of the policy value. If you ask to change from option 1 to option 2, the specified amount will be decreased by the amount of the policy value.

The change will take effect on the monthly activity day on or following the date we receive the written request. This start date will be shown on an endorsement to page 3.

We reserve the right to limit the frequency of death benefit option changes under this contract.

Change of Specified Amount - At any time after the first policy year, you may:

1. Increase the specified amount. You must submit a new application for an increase in specified amount. You must also give us due proof that the insured is still insurable. An increase will start

on the start date shown on an endorsement to page 3. An expense deduction will be deducted from the policy value as provided in the Expense Deduction for Specified Amount Increases provision; or

2. Decrease the specified amount. A decrease will take effect on the monthly activity day on or following the date we receive the written request. This start date will be shown on an endorsement to page 3. A decrease in specified amount will first be applied against the most recent increase, if any, then successively to each prior increase, and then to the initial specified amount. The specified amount in force after any decrease may not be less than the minimum we have established.

We reserve the right to limit the amount and frequency of any increases and decreases made under this contract.

You may request either of these changes by writing us.

Settlement of Policy Proceeds

Unless you name a payee, you will be the payee for all amounts other than the death proceeds. When we pay the proceeds, we may ask that you give this contract back to us. If the insured has died, you must give us due proof of death.

We will give the payee a settlement contract which explains the options we allow. These include:

1. A one sum payment;
2. The types of single premium annuities we are then selling; and

3. A monthly income while the payee is alive with a guarantee that payments will be made for at least as long as the time chosen by the payee and allowed by us. The table at the end of this section shows monthly income amounts if the payee chooses to have payments guaranteed for 10 years. Monthly income amounts for other ages and guaranteed periods are determined in the same way. Write us if you want to know other amounts.

The amounts shown below assume the first payment will be made on the date the proceeds are due. Before we make the first payment, we will require proof of the age and sex of the payee.

Before the proceeds are due, you may choose or change an option by writing to us. Once we accept the change, it takes effect as of the date you signed the request. This change is subject to any action we take before we accept it. After the proceeds are due, the payee may choose an option if:

1. You have not made a prior choice which is still in effect; and
2. The proceeds are due in one sum and have not been paid.

If the payee stops the settlement contract:

1. In the first 60 days after the proceeds are due, we will pay the original proceeds less any payments we have already made; or

2. After the first 60 days, we will pay the amount described in the settlement contract.

We reserve the right to:

1. Stop any settlement contract with a payee which is not a human being; and
2. Make less frequent payments or stop any settlement contract if each payment is less than \$20.

Monthly Income Per \$1,000 of Proceeds

Nearest Age of Payee	10 Years Certain and Life	
	Males	Females
	\$	\$
10	3.51	3.47
15	3.57	3.52
20	3.65	3.58
25	3.74	3.65
30	3.87	3.75
35	4.03	3.87
40	4.23	4.03
45	4.50	4.24
50	4.83	4.51
55	5.24	4.87
60	5.77	5.33
65	6.45	5.95
70	7.29	6.78
75	8.24	7.81
80	9.14	8.85

Allstate Life Insurance Company

Primary Insured Term Rider

General - The 'contract' is the contract to which this rider is attached. The owner of this contract is called 'you.' You should know:

1. The policy number of the contract;
2. The person insured under this rider;
3. The start date of this rider;
4. The policy date of the contract;
5. The expiry date of this rider; and
6. The amount of benefit in force.

These are shown on page 1 and 3 of the contract or on an attached endorsement.

This rider will stay in force:

1. While all due deductions have been made by the end of their grace periods;
2. While the contract is in force; and
3. On or prior to the expiry date of this rider.

You may stop this rider by:

1. Writing to us; or
2. Buying a new contract to replace it as described in the Conversion Privilege provision of this rider or exchanging it as provided in the Exchange Privilege provision of this rider.

If paid-up insurance has been selected on the contract, this rider will stop.

Attained Age - Attained age, as used in this rider, is the insured's age last birthday as of the policy date and policy anniversaries of the contract.

Monthly Cost of Insurance - The monthly cost of insurance is a deduction required to keep this rider in force. This deduction is taken from the policy value of the contract while this rider remains in force. The monthly cost of insurance for this rider is determined as follows:

1. Multiply the number of thousands of benefit in force by the monthly cost of insurance rate per \$1,000, based on the insured's attained age, sex, and rating class. Any increases in the cost of insurance rates for special class risks are shown on page 3 of the contract or on an endorsement to page 3; and
2. Add any extra monthly charges per \$1,000 of coverage. These charges are shown on page 3 of the contract or on an endorsement to page 3.

The guaranteed maximum monthly cost of insurance rates are shown on pages 6 and 7 of the contract. We may use cost of insurance rates lower than the guaranteed rates to calculate policy values. These 'current' rates, and the guaranteed maximum rates,

are described in the Basis of Values section of the contract.

The Benefit - We will pay the beneficiary named for the insured the amount of benefit in force if you give us due proof that the insured died on or prior to the expiry date of this rider.

Decrease in Amount of Benefit - At any time after the first policy year, you may decrease the amount of benefit provided under this rider. A decrease will take effect on the monthly activity day on or following the date we receive a written request. This start date will be shown on an endorsement to page 3 of the policy. We reserve the right to limit the amount and frequency of any decreases.

Conversion Privilege - This rider is convertible through the end of the conversion date shown on page 3 of the contract. You may buy a new contract on the insured's life on or prior to this date as long as:

1. This rider is in force; and
2. The amount of the death benefit in force is at least \$25,000.

If you want to convert to a new contract you must give us a written application and make the first payment.

The new contract will start on the date you sign the new application. This date is called the new start date. At the end of the day prior to the new start date, the amount of benefit under this rider will be reduced by the amount of the benefit being converted. If the entire benefit is converted, the rider will end at the end of the day prior to the new start date.

The payments due on the new contract will be based on the insured's attained age and sex on the new start date, the insured's rating class under this rider, and the rates in effect for the new contract at that time.

The new contract must:

1. Have cash values;
2. Be available on the new start date for the amount you choose and for the insured's attained age and rating class under this rider; and
3. Have a death benefit of at least \$25,000, but not more than the amount of the death benefit in force under this rider.

The new contract will be the same as other like contracts also starting on the new start date except that:

1. The provisions on incontestability and suicide or self-destruction will be measured from the start date of this rider;

2. If the original contract limits the amount we pay under this rider in the case of special class risks, the new contract may have the same limits; and
3. The rating class for the new contract will be the same as the insured's rating class for this rider.

We will not ask for proof that the insured is insurable for the new contract.

If you want an additional benefit, it will not start until we give our approval. If the insured is not insurable for the additional benefits, we will still start a new contract without the additional benefits.

Exchange Privilege - If this rider is in force, after the first policy year you may increase the Specified Amount of your contract by exchanging all or a portion of the benefit under this rider. We will not ask for proof that the insured is insurable for the amount of the exchange. You may exercise this right through the end of the conversion date which is shown on page 3 of your contract. You must give us a written application in order to exercise this exchange privilege.

The amount of benefit under this rider will be reduced by the amount which you exchange in order to increase the Specified Amount of your contract. If you exchange the total amount of benefit under this rider, the rider will end. We reserve the right to limit the amount and frequency of any exchanges. We will send you an endorsement which will show the reduced benefit under this rider and the increased Specified Amount of your contract.

If you exercise this exchange privilege, you will be charged an Expense Deduction for the increase in Specified Amount of your contract. This charge is explained in the Expense Deduction For Specified Amount Increases provision of the contract.

The increased Specified Amount of your contract will start on the monthly activity day on or following the date you sign the new application. This date is called

the new start date. The amount of coverage exchanged will stop at the end of the day prior to the new start date.

The cost of insurance on the new start date for the amount of the increase to the Specified Amount will be based on the insured's attained age and sex on the new start date, the insured's rating class under this rider, and the rates in effect for the contract at that time.

The provisions on incontestability and suicide or self-destruction for the increase in Specified Amount due to the exchange will be measured from the start date of this rider.

Reinstatement - We will reinstate this rider if it has stopped and you:

1. Meet the requirements of the Reinstatement provision of the contract; and
2. Give us due proof that the insured is still insurable.

Misstatement of Age or Sex - If the insured's age or sex shown on the application is wrong, we will change the death benefit we pay to the amount which the most recent monthly cost of insurance deduction made would have bought at the right age and sex.

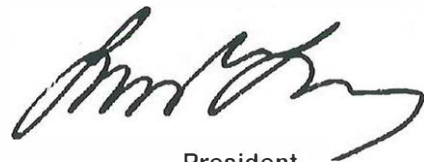
Incontestability - We may not contest this rider once it has been in force while the insured is alive for 2 years from the start date of this rider, except for a failure to make payments required to keep the contract in force.

Suicide or Self-Destruction - If the insured dies by suicide while sane or self-destruction while insane within 2 years from the start date of this rider:

1. We will only pay a refund of the deductions made for this rider; and
2. This rider will stop.



Secretary



President

Allstate Life Insurance Company
AMENDATORY ENDORSEMENT
(Allstate is called 'we' or 'us'.)

Effective Date: August 28, 1997

The Interest Rate provision of your contract has been deleted and is replaced with the following text:

The guaranteed monthly interest rate used in calculating policy values is .36748%. Compounded monthly, this is the same as 4.5% per year.

We may use an interest rate greater than the guaranteed rate to calculate policy values. We determine this "current monthly interest rate" from time to time. It will never be less than .36748%.

The guaranteed monthly interest rate will be applied to the portion of the policy value that equals any policy loans and loan interest.

After the effective date of this endorsement, we may credit additional interest to the policy value while the owner of this policy, or the insured under this policy, is the named insured on, or maintains a primary residence with a named insured on:

1. An in force personal Auto policy with Allstate Insurance Company or with its subsidiaries and affiliates; and
2. An in force personal Homeowner's, Condominium Owners, Mobilehome, Renters, or Residential Fire policy with Allstate Insurance Company or with its subsidiaries and affiliates.

If the owner of this policy, or the insured under this policy, becomes eligible for this additional interest after the policy date, we may credit this additional interest to the policy value beginning on the next policy anniversary. If the owner or the insured is no longer the named insured on the policies described in #1 and #2 above, or if the individual with whom the owner or the insured maintains a primary residence is no longer the named insured on the policies described in #1 and #2 above, this additional interest will no longer be credited to the policy value.



Secretary



President

ALLSTATE LIFE INSURANCE COMPANY

Northbrook, IL 60062

(Referred to as Allstate)

Use only when conversion is for same or less

Joint Insured(s) must submit separate conversion application(s)

Application For Term Conversion

Page 24 of 32

790-482-525

☐ Check Box If Life Specialist

797549777

Present Policy # 749537639

1. PERSON PROPOSED FOR CONVERSION

First Name	Middle	Last	Sex	Birthdate Mo./Day /Yr.	Age	State/Country of Birth	Marital Status	Social Security #
James	L	Holland						
Children (if to be insured)				/ /		Must be the insured's children, adopted children, or step-children age 17 or younger.		

2. ADDRESS

3. EMPLOYMENT

Occupation

4. OWNER (If other than 1)

Address

Relationship

Soc. Security #

Home Phone #

5. BENEFICIARY (If different than present contract)

Primary (Name)	Relationship	Contingent (Name)	Relationship
La Vaughn Holland	wife	Susan Holland	Daughter

6. INSURANCE REQUESTED

- a. New Plan of Insurance ULP
- b. Face Amount \$ 50,000 To age 71
- c. Death Benefit Option for Universal Life: Option 1 ☒ Option 2 ☐ Term Rider (To age 70) 25,000
- d. Converting ☒ All ☐ Only \$ _____ of term, ☐ Continue \$ _____ ☐ Terminate balance of term.
- e. Issue Optional Additional Insurance Policy (Future Purchase Privilege) for my: ☒ See attached proposal for details
- ☐ _____ Birthday; ☐ Marriage on _____; ☐ Child born on _____

7. OPTIONAL BENEFITS FOR UNIVERSAL LIFE

Yes No

- a. Are you to be the Primary Insured? ☒ ☐
- b. Are you to be covered under Add'l Insured Rider*? ☐ ☐
- c. Are you applying to convert: (Must be under age 56)
- (1) Waiver of Premium? ☐ ☐
- (2) Accidental Death Benefit? ☐ ☐
- (3) Children's Level Term Rider? ☐ ☐
- d. Are you applying to add: (Must be under age 56, and Ques. 11 thru 16 must be answered.)
- (1) Waiver of Charges? ☐ ☐
- (2) Accidental Death Benefit? ☐ ☐
- (3) Children's Level Term Rider? ☐ ☐
- If "Yes," _____ units.

8. OPTIONAL BENEFITS FOR OTHER PERMANENT PLANS

Yes No

- a. Automatic Premium Loan requested? ☐ ☐
- b. Are you applying to convert: (Must be under age 56)
- (1) Waiver of Premium? ☐ ☐
- (2) Accidental Death Benefit? ☐ ☐
- (3) Children's Level Term Rider? ☐ ☐
- c. Are you applying to add: (Must be under age 56, and Ques. 11 thru 16 must be answered.)
- (1) Waiver of Premium? ☐ ☐
- (2) Accidental Death Benefit? ☐ ☐
- (3) Children's Level Term Rider? ☐ ☐
- If "Yes," _____ units.

* Guaranteed only when insureds under Joint Mortgage or UT with AUT policies convert simultaneously, with no increase in coverage, to a UL plan.

10. PAYMENT INFORMATION

- a. ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Other (Specify Method) (Complete attached form)
☐ Payroll Deduction (Attach LB1) ☐ Government Allotment Specific Billing Date: _____
☐ Account Bill (Pre-Authorized Method only; list all policies for account bill in REMARKS.)
- b. Billing Amount if Other Than Minimum Annual Premium (UL contracts only)
 \$ 130 Per PAM (Quarterly, Semi-Annual, Annual, PAM, PD, Government Allotment)
 Mode

ANSWER QUESTIONS BELOW AND COMPLETE "PERMIT TO OBTAIN DATA" IF 7d or 8c IS ANSWERED "YES."

11. Person Proposed for Conversion: Ht. _____ Wt. _____
12. Has any person proposed for insurance: Yes No
- a. **Ever** been arrested, hospitalized, or sought or received treatment or advice for the use of alcohol or drugs? ☐ ☐
- b. **Ever** used narcotics, hallucinatory or mind-altering substances not prescribed by a physician, or been arrested for the use, possession, sale, or delivery of such substances? ☐ ☐
- c. Had a driver's license revoked or suspended due to a moving violation within the **last 5 years**, or **ever** been charged with driving under the influence of alcohol or drugs? ☐ ☐
- d. **Ever** been diagnosed or received treatment by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or an AIDS-related condition? ☐ ☐
13. To your best knowledge and belief, has any person proposed for insurance **ever** sought advice for or been treated or hospitalized for:
- a. Blood pressure, stroke, chest pain, heart or blood vessel disorder of any kind? ☐ ☐
- b. Diabetes, convulsions, mental or nervous disorder, cancer or disease of the lungs, kidneys or liver? ☐ ☐
14. Has any person proposed for insurance engaged in parachuting, hang gliding, racing or flying other than as an airline passenger in the **last 3 years**? (If "Yes," complete Supplemental Questionnaire.) ☐ ☐
15. Has any person proposed for insurance used tobacco or nicotine in any form in the **past 12 months**? ☐ ☐
16. Is any person proposed for insurance now disabled in any way? ☐ ☐

DETAILS OF EACH "YES" ANSWER TO QUESTIONS 11 THROUGH 16. — Attach additional sheet if necessary. IDENTIFY QUESTION NUMBER AND NAME OF PERSON, AND CIRCLE APPLICABLE ITEMS. (Include diagnosis, dates, duration, names and addresses/telephone #'s of all attending physicians, and medical facilities. If known, also provide medical record or group membership number.)

REMARKS: LUMP Sum Deposit from Policy # 749537639 \$ 320.16 Policy 797549777
 \$ 431.88 TOTAL LUMP Sum \$ 752.04 SEE ATTACHED LIST
 AT Insured AGE 70 Delete Term Rider, AT AGE 71 SPECIFIED AMT CHANGES TO \$25,000
 Premium notices will be sent to address of Owner in either Section 1 or Section 4 unless another is shown above.

FOR OFFICE USE ONLY: SEE PROPOSAL FOR DETAILS

I declare that all answers written on this Application (App) are full and correct to the best of my knowledge and belief. They are made in continuation of and as part of my App for life insurance. Except in Maine and South Carolina, Allstate is not presumed to know any information not in this App and in my original App for life insurance. I also understand that:

- A. The additional benefits, Waiver of Premium, Accidental Death Benefit, and Children's Level Term Rider, if added at the time of conversion, will be in effect only if applied for and approved by Allstate.
- B. Allstate has the right to require a medical exam of the person proposed for this conversion if any additional benefits are being added, even if Questions 12 through 16 are answered "No."
- C. Allstate may add to or correct this App in the space "For Office Use Only." Any changes are agreed to if the new policy is accepted, but written agreement will be obtained from me for any change in insurance amount, plan, benefits, rating class or age at issue. (In Kentucky, Maryland, and West Virginia, written agreement will be obtained for any changes.)
- D. This conversion will be in effect as provided in the Receipt issued in connection with this App.
- E. Only an officer of Allstate may change this App or waive a right or requirement. No agent may do this.

PLEASE REVIEW ALL INFORMATION BEFORE SIGNING

DATED City State DATED Mo. Day Yr. INSURED
 AT Bakersfield CA ON 8 15 97 [Signature]
 OWNER (If Company, Officer's signature and title) PARENT (If person to be insured is under age 15)

X

X

ALLSTATE LIFE INSURANCE COMPANY

Part 1 - Application For
Annual Term and Five Year Term

Northbrook, IL 60062
(Referred to as Allstate)



749*537*639

I. PERSONS PROPOSED FOR INSURANCE			Sex	Birthdate Mo. Day Yr.	Actual Age	Birth Place	Marital Status	Social Security #	Height And Weight
a. Insured	First Name	Middle	Last						
	James	L	Holland						
b. Children (if to be insured)						Must be age 17 or less at last birthday, be children or stepchildren of the Insured, and living with the Insured.			

II. ADDRESS	

III. OWNER (if other than 1a)	Address	Relationship	Soc. Security #	Home Phone. #

IV. BENEFICIARY	
First Class	Relationship
La Vaughn Holland	wife
Second Class	Relationship
Susan Holland	Daughter

V. EMPLOYMENT

VI. INSURANCE REQUESTED	VII. FIVE YEAR TERM OPTIONAL BENEFITS/RIDERS
Face Amount \$ <u>25,000</u>	<input type="checkbox"/> Waiver of Premium
Plan (check one) <input type="checkbox"/> Annual Term <input checked="" type="checkbox"/> Five Year Term	<input type="checkbox"/> Accidental Death Benefit
	<input type="checkbox"/> Children's Level Term Rider _____ Units

VIII. DISCOUNTS
a. Has anyone proposed for this insurance smoked cigarettes in the last twelve months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. <input type="checkbox"/> Good Health (Complete attached Healthy American Questionnaire - LR536)

IX. PAYMENT PLAN
<input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Pre-Authorized Method (Complete attached form)
<input type="checkbox"/> Payroll Deduction (Attach LB1) <input type="checkbox"/> Military Allotment (Five Year Term only) <input type="checkbox"/> Other _____
<input type="checkbox"/> Account Bill (Check one payment plan above and list all policies for account bill in REMARKS)

X. LAST PHYSICIAN CONSULTED - Please Answer Completely. If none, state "NONE".

7. Does anyone propose for this insurance? ☒ Yes ☐ No
- a. In force in any company? ☐ Yes ☒ No
- b. Applications pending in any company? ☐ Yes ☒ No
- c. Which will be replaced or changed because of this application? ☐ Yes ☒ No
- If "Yes", give details below.

Person	Company Name and Address	Policy #	Amount of Insurance Face Amt.	ADB Amt.	Date Applied or Issued
James	Kentucky Central	?	100,000		

8. Within the last 3 years has anyone proposed for this insurance been rated, postponed or denied for ☐ Yes ☒ No
- ☐ life or ☐ health insurance? If yes, give name of company and reason.

9. Has the proposed insured been told that any Allstate medical exams or tests are required? ☒ Yes ☐ No

REMARKS: Withdraw James on 15th of month

Premium notices will be sent to address of Owner in either section 3 or section 1a unless another address is shown above.

FOR OFFICE USE ONLY: 8B YES

I declare that all answers written on this Application are full and correct, to the best of my knowledge and belief. Except in Maine and South Carolina, Allstate is not presumed to know any information not in this Application.

- Waiver of Premium, Accidental Death Benefit, and Children's Level Term Rider are optional benefits/riders, available on Five Year Term only. They will be in effect only if applied for and approved by Allstate.
- Allstate has the right to require a medical exam of any person proposed for this insurance, even if Question 19 is answered "No".
- Allstate may add to or correct this Application in the space "For Office Use Only". Any changes are agreed to if the policy issued is accepted, but written agreement will be obtained from me for any change in insurance amount, plan, benefits, rating class or age at issue. (In Kentucky, Maryland, and West Virginia written agreement will be obtained for any changes.)
- This insurance will start only as provided in the Receipt and Temporary Insurance Agreement issued in connection with this Application. If no receipt is issued, or if insurance under it has stopped and not started again, no insurance will start by reason of this Application until the policy is delivered and the first payment is accepted by Allstate. In this case, the insurance will start on the date shown in the policy. No insurance will start if on the start date of the policy the health of the person(s) proposed for this insurance is not as described in this Application.
- Only an officer of Allstate may change this Application or waive a right or requirement. No agent may do this.

PLEASE REVIEW ALL INFORMATION BEFORE SIGNING

DATED City State DATED Mo. Day Yr.
AT Bakersfield CA ON 9 9 91

AGENT/SALES PRODUCER

Witnessed the insured signing this application on this day.

LR914

INSURED

OWNER (If Company, Officer's signature and title)

X

FOR AGENT USE ONLY

Writing Agent:

Name: STEVE Snider

Agt.#: 856923 Region: 052 Loc.: D80

Participating Agent:

Name:

Agt.#: Region: Loc.:

Sales Producer: (Writing agent's signature also required)

Name:

Agt.#: Region: Loc.:

To the best of my knowledge replacement of life insurance or annuity is ☐ is not ☒ involved in this sale.

RECEIVED

PAYMENT OF \$

☐ Discover

Card #

Auth. #

Auth. Date

☒ Master Card

☒ Check

☐ Cash

☐ Other

☐ Visa

Exp. Date

Auth. Date

☐ Trial

☐ App

ALLSTATE LIFE INSURANCE COMPANY

Northbrook, IL 60062
(Referred to as Allstate)

Part 1 — Application For Life Insurance

Case 1:20-cv-00652-DAD-SAB Document 1-2 Filed 05/08/20 Page 29 of 32

☐ Check Box If Life Specialist

1. PERSONS PROPOSED FOR INSURANCE

First Name	Middle	Last	Sex	Birthdate Mo./Day /Yr.	Age	State/Country of Birth	Marital Status	Social Security #
a. Insured								
James	L.	Holland						
b. Add'l/Joint Insured								
				/ /				
c. Children (if to be insured)								
				/ /				
				/ /				
						Must be the insured's children, adoptive children, or step-children age 17 or younger.		

2. ADDRESS: a. Insured

[Redacted Address]

b. Add'l/Joint Insured (if other than 2a.)

[Redacted Address]

Previous Address
(if less than 1 yr.)

3. OWNER

Address	Relationship	Soc. Security #	Home Phone #
			()

3a. CONTINGENT OWNER

Address	Relationship	Soc. Security #	Home Phone #
			()

4. BENEFICIARY a. Insured

Primary (Name)	Relationship	b. Add'l/Joint Insured Primary (Name)	Relationship
LA VAUGHN Holland	wife		
Contingent (Name)	Relationship	Contingent (Name)	Relationship
Susan Holland	Daughter		

5. EMPLOYMENT a. Insured

[Redacted Employment Info]	b. Add'l/Joint Insured Occupation Employer Name/Date of Employment (Mo./Yr.)
----------------------------	--

6. INSURANCE REQUESTED (Please list appropriate information on lines provided below)

Plan:	Optional Coverages	Amount (If Applicable)
Syr. Term	a.	
	b.	
	c.	
	d.	
	e.	
	f.	
	g.	

Insured Face Amount: \$ 50,000

7. DISCOUNTS (Must be age 18 or older and not smoked cigarettes in the last 12 months)

(Healthy American not available on home mortgage protection products)

Insured

- A. Non-Smoker ☐
B. Healthy American ☒ Complete attached questionnaire

Add'l/Joint Insured

- C. Non-Smoker ☐
D. Healthy American ☐ Complete attached questionnaire

8a. Payor Name	Address	Relationship	Soc. Security #	Home Phone #
				()

- 8b. ☐ Annual ☐ Semi-Annual ☐ Quarterly ☒ Pre-Authorized Method (Complete attached form)
☐ Payroll Deduction (Attach [LB1]) ☐ Government Allotment (N/A for Annual Term)
☐ Account Bill (Pre-Authorized Method only; list all policies for account bill in REMARKS)

8c. Billing Amount if Other Than Minimum Annual Premium (UL contracts only)

\$ 35.99 Per PAM (Quarterly, Semi-Annual, Annual, PAM, PD, Government Allotment)
 Mode

